

MAINTENANCE  
INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

THE TOWN OF PAYSON

A.G. # 77-857

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the TOWN OF PAYSON, hereinafter called "TOWN",

WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE;

WHEREAS, the TOWN is empowered by Arizona Revised Statutes Section 9-672 to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said TOWN;

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain operations and maintenance activities be provided on the State Highway System in the TOWN. This work shall include, but not be limited to the operation and maintenance of traffic signals and/or

intersection lighting at the following location:

SR 87 @ Main Street

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The TOWN shall set aside sufficient funds and be responsible for, all electrical energy costs to operate the traffic signals and/or intersection lighting.

2. The STATE shall set aside sufficient funds and be responsible for all routine maintenance, emergency maintenance, and operations of traffic signals and lighting.

3. Any betterment shall be based on a traffic engineering study, and the mutual involvements shall be negotiable.

4. The STATE shall pay for installation and monthly telephone charges for interconnect circuits when utilized.

5. This Agreement shall remain in force and effect until the work therein embraced has been completed in accordance with terms of the Agreement or until earlier terminated by either the STATE or the TOWN upon thirty (30) days' written notice of that intent, except, however, that the parties hereto shall retain any continuing obligations contemplated by this Agreement.

6. It is understood that this Agreement will cancel and supersede any previous Agreements for installation, maintenance, and betterment of traffic signals and/or intersection lighting on those State Highways which traverse within the boundaries of the TOWN.

7. It is understood that the list of intersections set forth in this Agreement may be added to, or have deletions made, by Letter Addendum Exhibit C, with all other conditions set forth remaining in effect.

8. It is understood that upon the termination of this Agreement for any cause whatsoever, all properties which are the subject matter of this Agreement are declared to be property of the Arizona Department of Transportation.

9. Any disposal of properties subject to this Agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property

10. This Agreement shall be filed with the Secretary of State and shall become effective on the 15 day of December, 1977, but in no event prior to its being filed with the Secretary of State.

11. Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that the TOWN is authorized under the law of this State to enter into this Agreement and that it is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

STATE OF ARIZONA  
ARIZONA DEPARTMENT OF TRANSPORTATION

By: Dean J. Lyon Jr.  
FOR Chief Deputy State Engineer

TOWN OF PAYSON

By: Willard W. Taylor  
Title: Mayor

ATTEST:

Wesley S. Jones  
Town Clerk



## TOWN OF PAYSON

303 N. BEELINE HIGHWAY

PAYSON, ARIZONA 85541  
(602) 474-3288

### EXHIBIT A

November 23, 1977

Mr. Carlie Bowmer  
Assistant State Engineer  
Arizona Department of Transportation  
206 South 17th Avenue  
Phoenix, Arizona 85007

Subject: Maintenance Intergovernmental Agreement  
State of Arizona and the Town of Payson

Dear Mr. Bowmer:

A letter dated October 27, 1977, from District Engineer H. Martin Osmus was reviewed at the regular Town Council meeting held on November 10, 1977.

It was a unanimous action of the Town Council that the contract with the Arizona Department of Transportation for the placing of a traffic signal on Highway 87 at Main Street be approved, contingent upon the contract being completed and presented by the Arizona Department of Transportation, and that the Mayor be authorized to sign said contract.

Should you require a resolution to be drawn to this effect, please advise so that this may be done and the resolution placed on the agenda of the next regular council meeting to be held on Thursday, December 8, 1977.

FOR THE COMMON COUNCIL

Sincerely,

Mary S. Jones  
Town Clerk

MSJ:dbb

copy - Mayor Taylor  
Town Manager  
Controller

EXHIBIT B

ROBERT B. YOUNG  
ATTORNEY AT LAW

1206 WEST GOLD NUGGET LANE  
PAYSON, ARIZONA 85541

PHOENIX OFFICE  
623 NORTH FOURTH STREET  
PHOENIX, ARIZONA 85004  
(602) 257-0044

November 22, 1977

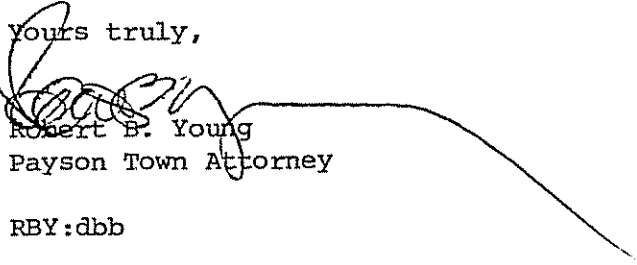
Mr. John W. Monschein, Manager  
Town of Payson  
Payson Town Hall  
303 North Beeline Highway  
Payson, Arizona 85541

Re: Maintenance Intergovernmental Agreement between the State of Arizona  
and the Town of Payson (Traffic Signals and Intersection Lighting)

Dear Mr. Monschein:

I have reviewed a copy of subject Agreement proposed by the Arizona Department of Transportation, submitted to me in accordance with Section 11-952 of the Arizona Revised Statutes, and I find the proposed Agreement to be in proper form and within the powers and authority granted the Town of Payson, Arizona under the laws of the State of Arizona.

Yours truly,

  
Robert B. Young  
Payson Town Attorney

RBV:dbb



OFFICE OF THE  
**Attorney General**

BRUCE E. BABBITT  
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. 77-852 which is an agreement between public agencies has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said contract.

DATED this 20<sup>th</sup> day of December, 1977.

BRUCE E. BABBITT  
The Attorney General

  
ALBERT MORGAN  
Assistant Attorney General

EXHIBIT "C"  
LETTER ADDENDUM

In accordance with paragraph 7 of the Agreement for the operation and maintenance of traffic signals and/or highway lighting between the STATE OF ARIZONA and the TOWN OF PAYSON consummated on January 18, 1978 it is agreed by both parties that the following intersection(s) be added to, or deleted from, the existing list of intersections to be operated and maintained as set forth in said Agreement.

STATE OF ARIZONA  
THE ARIZONA DEPARTMENT OF TRANSPORTATION

By: *Osborn J. Lyon Jr.*  
FOR Chief Deputy State Engineer

TOWN OF PAYSON

By: *Willard M. Taylor*  
Title: Mayor

ATTEST:

*Mary S. Jones*  
Town Clerk

Date Signed: \_\_\_\_\_